



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

June 17, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: AWARD OF CONTRACT FOR
SMART BUSINESS RECYCLING PROGRAM SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a contract for the Smart Business Recycling Program to provide recycling outreach and waste reduction consultation to businesses in the unincorporated County areas.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Smart Business Recycling to Science Applications International Corporation, located in San Diego, California. This contract will be for an initial term of three years commencing upon your Board's approval in an amount not to exceed \$254,000 annually, a total of \$762,000 for the initial three-year term, with two 1-year renewal options in the amount of \$254,000 for each option year for a total of five years.
3. Authorize the Acting Director of Public Works or his designee to expend an additional 25 percent of the contract sum for unforeseen, additional work within the scope of work of the contract, if required.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

4. Authorize the Acting Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide recycling outreach and audit services to facilitate on-site recycling programs for businesses within the unincorporated County areas. The work to be performed will consist of performing waste audits and waste reduction and recycling consultation as well as developing and distributing reduction and recycling outreach materials to various businesses in the unincorporated areas of the County of Los Angeles. The Department of Public Works (Public Works) has contracted for this service since 1994.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an amount not to exceed \$254,000 annually, for a three-year term total of \$762,000 plus an additional 25 percent for unforeseen, additional work within the scope of the contract. There will also be two 1-year renewal options for which the contract shall also be for the annual amount of \$254,000 plus 25 percent for unforeseen, additional work as mentioned above. This amount is based upon the unit prices and hourly rates quoted by the contractor and our estimated utilization of the contractor's services.

Financing for these services first year of the initial term is included in the Proposed Fiscal Year 2008-09 Solid Waste Management Fund Budget. Funds to finance the remainder of the initial term and the optional years will also be derived from the Solid Waste Management Fund and be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contract with Science Applications International Corporation, located in San Diego, California, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Science Applications International Corporation. This contract will commence upon your Board's approval for a period of three years. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew the contract for two 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on February 12, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

This contract does not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15061(b)(3) of the CEQA.

CONTRACTING PROCESS

On February 13, 2008, Public Works solicited proposals from 600 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On March 12, 2008, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial viability, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest cost proposer, Science Applications International Corporation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
June 17, 2008
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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a long horizontal flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
GZ:dw

Attachments (2)

c: County Counsel
Department of Public Works (Environmental Programs)

AGREEMENT FOR
SMART BUSINESS RECYCLING PROGRAM SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 12, 2008, hereby agrees to provide services as described in the attached specifications for Smart Business Recycling Program Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$762,000 for the initial 3-year term, or such greater amount as the Board may approve (Maximum Contract Sum). Should the COUNTY grant an option year(s), the COUNTY will pay the CONTRACTOR for each option year an amount not to exceed the Maximum Contract Sum of \$254,000 per year, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of three years commencing upon Board approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill upon approved completion of the work performed in this contract. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through B, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

SCIENCE APPLICATIONS
INTERNATIONAL CORPORATION

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ATTACHMENT B**Bid Detail Information****Bid Number :** PW-ASD 710**Bid Title :** Smart Business Recycling Program Services (2008-AN012)**Bid Type :** Service**Department :** Public Works**Commodity :** CONTAINERS, RECYCLING**Open Date :** 2/13/2008**Closing Date :** 2/26/2008 2:00 PM**Bid Amount :** \$ 850,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Smart Business Recycling Program Services (2008-AN012). The total contract amount of this service is estimated to be \$850,000 for three years. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/sbrp.pdf> or from Mr. Edwin Manoukian at (626) 458 4057, Monday through Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Tuesday, February 26, 2008, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, March 12, 2008, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number above.

Contact Name : Edwin Manoukian**Contact Phone# :** (626) 458-4057**Contact Email :** emanoukian@dpw.lacounty.gov**Last Changed On :** 2/19/2008 7:29:35 AM[Back to Last Window](#)